

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") among the City of Greensboro (the "City"), Rufus Scales, and Devin Scales is entered into as of the effective date listed below.

WHEREAS, Rufus Scales and Devin Scales asserted a claim against the City that they were falsely arrested; and

WHEREAS, the parties have agreed to settle the issues between them related to the alleged false arrest;

THEREFORE, for and in consideration of the terms in this Agreement and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows.

1. The dispute among the parties and this Agreement arise out of Rufus and Devin Scales' arrests on August 4, 2014, at the hands of a City police officer.

2. **SETTLEMENT PAYMENT.** The City will pay Rufus Scales and Devin Scales the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00). The settlement check shall be made payable to the trust account of Rufus and Devin Scales' attorney, Law Office of Graham Holt. Rufus and Devin Scales agree that their attorney shall hold the settlement funds in trust until Rufus and Devin Scales sign this Agreement and the signed Agreement is transmitted to the City Attorney's Office.

3. **COMPLETE RELEASE.** Rufus and Devin Scales, by and for their heirs, predecessors, successors and assigns, acquit and forever release and discharge the City, its police officers, agents, employees, insurers, successors and assigns, affiliates, attorneys, subordinates, and subsidiaries, from any and all causes of actions, claims, rights and demands whatsoever, known and unknown, liquidated or contingent, in law or equity, whether in tort or contract, whether under North Carolina law or other law, which Rufus and Devin Scales had, now have, or may accrue in the future, against the City arising out of any damage to or otherwise relating to the alleged false arrests excepting, however, any claims arising out of non-performance under this Agreement.

4. **NO FURTHER ACTION.** Rufus and Devin Scales shall not pursue any other causes of action or claims in any judicial, quasi-judicial, or other proceeding that they had, now have, or may have in the future against the City arising from the alleged false arrests, including, but not limited to, any further causes of action or claims for: civil rights violations, battery, false arrest, malicious prosecution, emotional distress, bodily injury, pain and suffering, lost wages, or attorney's fees.

5. **NO ADMISSION OF LIABILITY:** The parties acknowledge and agree that this Agreement settles disputed claims and is not an admission of liability on the part of the City.

6. **DUPLICATE ORIGINALS.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute but one document.

7. **BINDING EFFECT.** This Agreement shall be binding upon Rufus and Devin Scales, the City, and their heirs, successors, assigns, and the like.

8. **INTEGRATION AND WAIVER.** The entire agreement, intent, and understanding between the parties are contained in the provisions of this Agreement and any stipulations, representations, promises, or agreements, written or oral, made prior to or contemporaneously with this Agreement shall have no legal or equitable effect or consequence unless reduced to writing herein. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver.

9. **COSTS AND ATTORNEY'S FEES.** The parties shall bear all of their own costs and attorney's fees.

10. **GOVERNING LAW AND VENUE.** This Agreement shall only be interpreted, governed, and construed in all respects according to the laws of the State of North Carolina without regard to conflict of law principles. The courts of the State of North Carolina located in Guilford County shall have sole and exclusive jurisdiction to hear all disputes that arise under this Agreement.

11. **DRAFTING OF AGREEMENT.** Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the parties, and shall be interpreted as if the parties hereto jointly prepared it.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each party has executed this Agreement.

CAUTION: READ BEFORE SIGNING

Rufus Scales
Rufus Scales

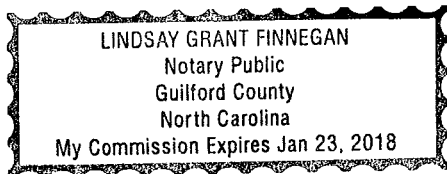
STATE OF NORTH CAROLINA

COUNTY OF Guilford

SWORN TO AND SUBSCRIBED before me in my presence, voluntarily for the purposes stated therein, in the county and state indicated above, this the 29th day of April 2016. That the undersigned has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity by having inspected a picture identification.

Lindsay Grant Finnegan
Notary Public

Lindsay Grant Finnegan
Printed Name



(SEAL)

My Commission Expires: 1/23/18

IN WITNESS WHEREOF, each party has executed this Agreement.

CAUTION: READ BEFORE SIGNING

Devin Scales
Devin Scales

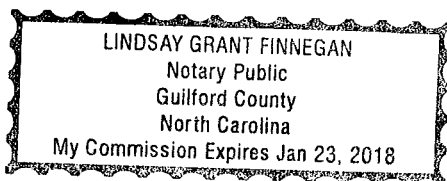
STATE OF NORTH CAROLINA

COUNTY OF Guilford

SWORN TO AND SUBSCRIBED before me in my presence, voluntarily for the purposes stated therein, in the county and state indicated above, this the 29th day of April 2016. That the undersigned has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity by having inspected a picture identification.

Lindsay Grant Finnegan
Notary Public

Lindsay Grant Finnegan
Printed Name



(SEAL)

My Commission Expires: 1/23/18

THE CITY OF GREENSBORO

By: Jim Winkler

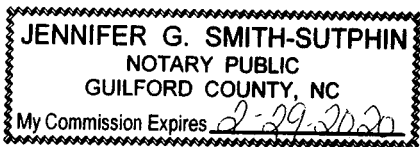
Title: CITY MANAGER

Effective Date: 4/29/16

STATE OF NORTH CAROLINA

COUNTY OF Guilford

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Jennifer G. Smith-Sutphin
Notary Public

Jennifer G. Smith-Sutphin

Printed Name

My Commission Expires: 2-29-2020

(SEAL)